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Attorneys for Defendants

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

**SAN JOSE DIVISION**

**\*E-FILED - 2/2/07\***

BARE ESCENTUALS, INC.,

Plaintiff,

vs.

L'OREAL USA, INC. and its LANCÔME  
Division,

Defendants.

**Case No. C 04-0173RMW**

**STIPULATION OF DISMISSAL  
WITHOUT PREJUDICE AND  
[] ORDER**

**STIPULATION**

Pursuant to Fed. R. Civ. P. 41(a), Plaintiff Bare Escentuals, Inc. and Defendant L'Oreal USA, Inc. and its Lancôme Division stipulate to voluntary dismissal of this action without prejudice pursuant to the terms of the parties' settlement agreement.

The parties further stipulate, and request that the Court order, that the Court retain jurisdiction over the case for the purpose of enforcing, or adjudicating disputes arising from, the parties' settlement agreement.

Dated: January 25, 2007

WINSTON & STRAWN LLP

By: /s/ Andrew P. Bridges  
Andrew P. Bridges  
Jennifer A. Golinveaux  
Douglas M. Bria  
  
Attorneys for Plaintiff  
BARE ESCENTUALS, INC.

Dated: January 25, 2007

PAUL, HASTINGS, JANOFSKY &  
WALKER LLP

By: /s/ Robert L. Sherman by Andrew P. Bridges with Mr. Sherman's express authorization

Robert L. Sherman  
  
Attorneys for Defendants  
L'OREAL USA, INC. AND ITS  
LANCÔME DIVISION

**¶ ORDER**

PURSUANT TO STIPULATION, IT IS SO ORDERED that the action is hereby dismissed without prejudice subject to the terms of the parties' settlement agreement.

PURSUANT TO STIPULATION, IT IS FURTHER ORDERED that the Court retains jurisdiction over matters contained in the parties' settlement agreement for the purpose of enforcing, or adjudicating disputes arising from, the parties' settlement agreement.

IT IS SO ORDERED.

Dated: 2/2, 2007

  
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THE HONORABLE RONALD M. WHYTE